(Annexure – V)

AGREEMENT

This agreement made on this ……day of ……Two thousand ……between Bangalore Electricity Supply Company Limited (BESCOM) having its Office at The Chief General Manager (Electy),Operations section, Corporate Office, BESCOM, K.R. Circle, Bengaluru (hereinafter referred to as a "Owner" or BESCOM which expression shall include its administrators,) on the one part and M/s _____ (hereinafter referred to as the "Contractor" or "X" name of the Contracting Company, which expression shall include its administrators, successors, executors and permitted assigns) the other part.

WHEREAS BESCOM desirous of setting up of For Repairs and Reconditioning of 11KV class single coil/multi coil Conventional(Aluminium wound) and 3,4,5 Star Rated failed Distribution Transformers of various Capacities from 25 to 250 KVA and Conversion of CSP to Conventional bolt & nut type on lumpsum Percentage (%) Rate basis (Material, Labour & Salvage) at Transformer repair center in _____ Taluk, _____ Division as per its Tender Enquiry No: _____.

AND WHEREAS M/s _____ had participated in the above referred tender enquiry vide their proposal No. _____ and BESCOM awarded the contract to M/s _____ on Terms and Conditions of tender documents referred to therein, which has been accepted by M/s _____ resulting into a "Contract".

NOW THEREFORE THE DEED WITNESSETH AS UNDER:

Whereas, the owner has issued Letter of Intent vide No. _____ to M/s _____ for the work of For Repairs and Reconditioning of 11KV class single coil/multi coil Conventional(Aluminium wound), amorphous and 3,4,5 Star Rated failed Distribution Transformers of various Capacities from 25 to 250 KVA and Conversion of CSP to Conventional bolt & nut type on lumpsum percentage(%) Rate basis (Material, Labour & Salvage) at Transformer repair center in _____ Taluk, _____ Division for a period of **One year** from the date of Detailed Work Award and extendable for **further one more year on renewal of currency by the Corporate Office subject to the performance of the Firm** at the discretion of BESCOM, indicated in the tender **Enquiry No. ___ dated _____** subject to the specifications, terms & conditions contained therein & here under becomes part of this agreement.

1.0 Scope of the Work :

The Scope of the work involves Repairs and Reconditioning of Failed Distribution Transformers of various Capacities as detailed in the Clause No: 4.0 of Section I of IFB, Clause No: 1.0 of Section II of ITB and Conversion from CSP type to Conventional Bolt & Nut type DTR's as per Clause 16.04 of Section –II of ITB and as per the LOI consisting of unit rate of capacities from 25KVA to 250 KVA (inclusive of GST).

2.0 Price & Price variation :

No price variation is allowed and the price are fixed throughout the contract period/extended period of contract as per Clause No: 11.0 of Section III of GCC.

3.0 Taxes & Duties :

The Taxes and Duties shall be dealt as stipulated in the clause No. 12.0 of section III of GCC. All prices indicated in the LOI are inclusive of GST at 18%. If there is any

change in GST, same shall be considered accordingly by obtaining the same from the GST cell on regular basis prior to prefer the bills for payment.

4.0 Conditions & Covenants:

The Scope of work, consideration, terms of payment, Price Variations, Taxes wherever applicable, Insurance, Penalties liquidated damages Performance Guarantee and all other terms and conditions are contained in bid document read in conjunction with other aforesaid Contract documents and agreement.

5.0 Contract Period: The Contract Period is for a period of 2 years. The contract period of one year is at first instance, and extendable for another one year based on the performance of the firm on renewal of currency at the discretion of BESCOM.

6.0 Quantity of Work:

The quantity of work shall be carried out as stipulated in the Clause No: 12.0 of Section I of IFB.

7.0 Surveillance by CCTV Camera:

The CCTV cameras shall be provided for Surveillance as per Clause No.13.0 of Section –II of ITB.

8.0 Payment

The payment shall be arranged as per Clause No. 17.0 of Section III of GCC.

9.0 Issue of Work Award(WA), Repair & Delivery:

Issue of Work Award, repair of faulty Distribution Transformer and return of repaired good transformer shall be carried as stipulated in the Tender Clause No. 24.0 of Section III of GCC and as per the Prevailing Circular/ guidelines for Distribution Life Cycle Management Software (DTLMS).

10.0 Penalty:

The Penalty shall be dealt as stipulated in the Clause No. 25.0 of Section III GCC.

11.0 Infrastructure Required:

The infrastructure to be arranged by BESCOM and the infrastructure to be arranged by M/s _____ within 15 days from the date of DWA shall be as stipulated in the Clause 12.0 of Section II of ITB of bid document.

12.0 GUARANTEE PERIOD OF REPAIRED DTRs :

The repaired transformers shall be guaranteed for satisfactory operation for a period of 18 months from the date of delivery to Divisional Stores, or 12 months from the date of commissioning whichever is earlier as described in the Clause No. 15.0 of section III of GCC.

13.0 Insurance:

M/s _____ agreed to comply the insurance Clause as stipulated in tender document Clause No: 21.0 of Section II of ITB.

14.0 PROCUREMENT OF MATERIALS REQUIRED FOR REPAIRS

Procurement of materials required for repairs shall be as per Clause No. 23.0 of Section II of ITB.

15.0 Delivery:

The repaired good transformers shall be delivered as per Clause stipulated in the tender Clause No. 24.2 of section III of GCC.

16.0 Jurisdiction for repair of Transformers:

- The jurisdiction for repairing of Distribution Transformers is accepted as fixed by BESCOM in DWA.
- The awarded agency also to carry out the repairs of the assigned DTRs as per the directions of jurisdictional SEE's of C, O & M Circles with competent approval of Corporate Office.

17.0 Safety And Accidents:-

The agency shall carry out the repair works safely with using all good safety equipments/measures as per Clause 19.0 of Section II of ITB.

18.0 The Contractor will be responsible for any injury/accident that may occur during the contract or during the transportation/loading and unloading of DTRs etc.

19.0 The breach of agreement of any clause or clauses as stated above is liable for termination of contract by giving one month prior notice by the concerned.

20.0 The Firm has to submit the soft copy by CD on video graphing of transformer repairs batch wise duly showing the name plate details of each transformers, PO/Award No & date and Batch No. of the transformers and to maintain CCTV cameras as per clause 13.0 of Section –II of ITB.

21.0 M/s _____ has to submit the documents as per clause No.20.0 of Section –III of GCC.

22.0 The Firm shall abide by the clauses pertaining to repairs, transportation, collection of transformers, insurance, performance guarantee, repair of transformers failed WGP, delivery, payment, penalty, testing of transformers, materials used, identification of repaired transformers and all other clauses specified in the tender.

23.0 The BESCOM reserves the right for inspection of the premises of the repair centre at any time to ensure quality of repairs and materials used.

24.0 The acceptance of contract shall rest with the BESCOM and BESCOM reserves the right to accept / reject any contract without assigning any reason whatsoever.

25.0 If it comes to the knowledge of BESCOM that the contractor is a defaulter or black listed in any KPTCL/ESCOMS, BESCOM reserves the right to terminate his contract without prior intimation/without assigning any reasons.

26.0 If the information furnished by the M/s _____ is found to be false at any stage of execution, then BESCOM at its discretion may take action against M/s _____. If false information is found at execution stage then BESCOM may cancel the works awarded, forfeit the Bank Guarantee furnished against the performance of the contract, Black list the Firm , besides initiating action for recovery of excess money paid by BESCOM, if any, after getting the works executed from other contractors, levy liquidated damages /penalty etc.,

27.0 Force Majeure

As per Clause 34.0 of Section III of GCC of bid document.

28.0 Jurisdiction of Contract

As per Clause 35.0 of Section III of GCC of bid document.

29.0 Termination of Contract

The Contract will be terminated as per the terms & conditions specified in clause 31.0 of Section III of GCC of bid document.

30.0 The period of this contract (Agreement) will be valid for one year i,e, from the date of DWA in all respects as per the terms & conditions of the tender.

31.0 Performance Guarantee

A Performance guarantee in the form of Bank Guarantee at **Rs. ____ lakhs** towards security for the performance of repairing transformers valid for period of 33 months from the date of LOI No ____ dated ____ obtained by the contractor from M/s _____ vide **BG No: _____ dated** ____ issued by _____ for Rs**._____ valid up to _____**.

32.0 LAW, JURISDICTION, DISPUTES RESOLUTION AND ARBITRATION:

a. A party claiming that a Dispute has arisen under this Agreement must give the other party a written notice of the particular of the Dispute

b. Any dispute(s) or difference(s) arising out of or in connection with the Contract shall, to the extent possible, be settled amicably between the Parties.

c. If the party fails to resolve such a dispute or difference, either party may require that the dispute be referred to arbitration under the Arbitration and Conciliation Act 1996 (Indian) and subsequent Amendments made thereon, to be adjudicated by a sole arbitrator to be appointed by mutual agreement of both the parties and the award of the arbitrator shall be final and conclusive and the award of the arbitrator shall be final and conclusive and binding upon both the parties. (The date of commencement of the dispute shall be taken from the date when this clause reference is quoted by either party in a formal communication clearly mentioning existence of dispute of as mutually agreed).

d. The place of arbitration shall be in Bangalore. The arbitral procedure shall be conducted in English language.

e. The cost of arbitration including the fees of arbitrator shall be borne by both the parties equally.

f. During the settlement of disputes and arbitration proceedings both parties shall be obliged to carry out their respective obligations under the contract.

g. The award of the arbitrator shall be final and conclusive and binding upon the parties.

h. The courts of Bangalore only shall have the exclusive jurisdiction to deal with any issues arising out of this agreement

33.0 All other tender conditions, specifications & annexure which are not covered in this agreement are to be read and is agreed with respect to the conditions mentioned in following documents

a) Bid documents of Enquiry No. ____ dated ____ consisting of Volume – I, Section – I of 'IFB', Volume – I, Section – II, of 'ITB', Volume-I Section-III of 'GCC', Volume – III of Technical Specifications along with subsequent amendments issued by this office.

b) Letter of Intent issued vide No. _____ dated ____ with Terms and conditions.

c) Roles and responsibilities of newly created Transformers testing center OM vide CYS 150 dated 18.02.2016

d) DTLMS Circular No. BESCOM/CGM(O)/DGM(O)/AGM(op-3)/18-19/CYS-129 dated 23.03.2019

e) DTLMS Circular No. BESCOM/CGM(O)/DGM(Op-1)/AGM(op-3)/AE-1/20-21/CYS-142 dated 17.02.2021

f) Circular No. BESCOM/CGM(Op)/DGM(Op-1)/AGM-3(Op-1)/2023-24/CYS-121 dated 02.02.2024

g) Any other related orders issued by Corporate office from time to time

IN WITNESS WHEREOF, the parties have executed these presents on the day, month and year first above mentioned at Bengaluru.

WITNESSES:

1. ....

2..... .....

(Owner’s signature)
(_____)
(Chief General Manager (Electy.))
(BESCOM’s stamp)

1. ....

2..... .....

(Contractor’s signature)
(_____)
(_____)
(Company's Stamp)